

**IN THE UNITED STATES DISTRICT COURT  
FOR THE NORTHERN DISTRICT OF NEW YORK**

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**UNITED STATES OF AMERICA,**

**Plaintiff,**

**STIPULATED SETTLEMENT  
AGREEMENT AND ORDER OF  
FORFEITURE**

**v.**

**5:09-CV-1127 (DNH/GHL)**

**ONE 2008 FORD 150,  
LICENSE PLATE #EDR-2088 (NY),  
VIN #1FTPW14588FA01317,**

**Defendant.**

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**IT IS HEREBY STIPULATED AND AGREED** by and between the plaintiff, United States of America, and its attorneys, Richard S. Hartunian, United States Attorney for the Northern District of New York and Carla Freedman, Assistant United States Attorney, and claimant, Lee Bellavia, that:

**WHEREAS**, the United States of America filed a Verified Complaint for Forfeiture against the defendant, **2008 Ford 150 (09-CV-1127)** in which it alleged that the defendant vehicle constitutes a conveyance which was used or intended to be used to transport or facilitate the sale, receipt, possession, or concealment of controlled substances which were

manufactured, distributed, or acquired in violation of the Controlled Substances Act and subject to forfeiture pursuant to 21 U.S.C. §881 (a)(4);

**WHEREAS**, Lee Bellavia, is the person claiming an interest in the defendant vehicle;

**WHEREAS**, all the parties desire settlement of this matter without the need for further litigation;

**NOW THEREFORE**, the parties agree as follows:

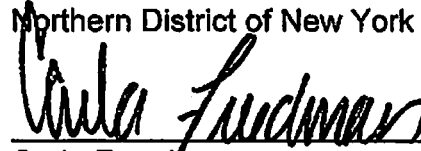
1. That \$3,000.00 in United States currency shall be paid to the United States of America in the form of a bank certified check made payable to the United States Marshals Service and the defendant vehicle, 2008 Ford F150, shall be returned to the claimant, Lee Bellavia.
2. The claimant, Lee Bellavia, shall sign a release and hold harmless agreement in the form attached hereto.
3. The United States Marshals Service will be directed to dispose of the \$3,000.00 in United States currency in accordance with law.
4. The claimant agrees that she did not substantially prevail in this claim, and each of the parties agrees to bear their own costs and any and all attorneys fees acquired by the parties as the result of the seizure are the responsibility of each of the parties.
5. The terms and conditions herein represent the whole and complete agreement between the parties, and no other terms, conditions, previous agreements, or memoranda will be demanded, excepted, requested or performed by the parties.

6. This Court shall retain jurisdiction in the case for the purpose of enforcing the terms of this agreement.

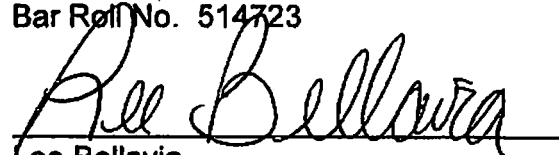
Dated: Feb. 1, 2010

Dated: 1-30-10

**RICHARD S. HARTUNIAN**  
**UNITED STATES ATTORNEY**  
Northern District of New York



Carla Freedman  
Assistant U.S. Attorney  
Bar Roll No. 514723



Lee Bellavia  
Claimant

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**ORDER OF FORFEITURE**

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VIN #1FTPW14588FA01317,**

**Defendant.**

\*\*\*\*\*

**THIS COURT** having before it the Stipulated Agreement of the parties to the above-referenced action, and the parties having agreed to its terms as indicated by their signatures, it is hereby;

**ORDERED**, that the SUM OF \$3,000.00 IN United States currency be paid to the United States of America in the form of a certified bank check made payable to the United States Marshals Service, and it is further;

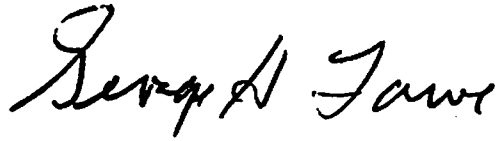
**ORDERED**, that the United States Marshals Service for the Northern District of New York will be directed to dispose of the \$3,000.00 in United States currency in accordance with law and it is further;

**ORDERED**, that the defendant vehicle, 2008 Ford F150, shall be returned to the claimant, Lee Bellavia and it is further;

**ORDERED**, that each side bear its own costs and it is further;

**ORDERED**, that the Clerk of the Court shall enter judgment of forfeiture to the United States of America in accordance with the terms of this Order.

Dated: 2/2, 2010

A handwritten signature in black ink, appearing to read "George H. Lowe", written in a cursive style.

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**GEORGE H. LOWE**  
**UNITED STATES MAGISTRATE JUDGE**

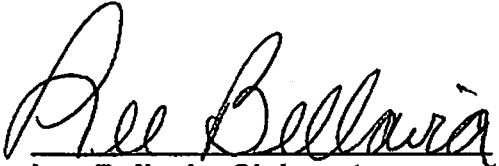
**HOLD HARMLESS AND RELEASE AGREEMENT**

**Property Seized:           2008 FORD F150  
                                  LICENSE PLATE NO. EDR-2088 (NY)  
                                  VIN #1FTPW14588FA01317**

In exchange for the return of the defendant vehicle, 2008 Ford F150, **Lee Bellavia**., hereby agrees to pay \$3,000.00 in United States currency to the United States of America for disposition in accordance with law and to release and forever discharge the United States, Drug Enforcement Administration, its officers, agents, servants and employees, their heirs, successors, or assigns, from any and all actions, causes of action, suits, proceedings, debts, dues, contracts, judgments, damages, claims and/or demands whatsoever in law or equity that **Lee Bellavia**, or her heirs, successors, or assigns ever had, now have, or may have in the future in connection with the seizure, detention and/or release by agents of the Department of Justice, of the above listed property.

**Lee Bellavia**, further agrees to hold and save the United States, Drug Enforcement Administration, its officers, agents, servants and employees, their heirs, successors, or assigns, harmless from any claims by any other person, including costs and expenses for or on account of any and all lawsuits or claims of any character whatsoever in connection with the detention, seizure, and/or release by agents of the Department of Justice of the above listed property.

Dated: 1-30-10, 2010

BY:   
**Lee Bellavia, Claimant**

Witnessed by: 